

The Deposit Protection Service

Deposit Protection Insured Scheme Terms and Conditions

1. Definitions

Wherever the following words and phrases appear in these Insured Scheme Terms and Conditions they will always have the following meanings:

ADR Procedure means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the acceptance of a Dispute into the Adjudication process; and (iii) the Adjudication including implementing the Decision;

Adjudication means an evidence based decision making process as a result of which a Decision shall be made as to how a Dispute should be resolved and Adjudicate shall be defined accordingly;

Adjudicator means an independent, impartial and qualified expert appointed by The DPS to Adjudicate and provide a Decision;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;

Change of Landlord/ Agent Form means a paper or online form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;

Client Money Protection (CMP) Provider: the regulated body that provides client money protection to Agents who are a member of their scheme;

Contact Centre means The DPS's dedicated telephone contact centre which can be contacted on 0844 472 7000;

The DPS means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

Decision means the reasoned decision of the Adjudicator made in relation to a Dispute in accordance with these Insured Scheme Terms and Conditions, as notified to the Landlord and Tenant and implemented by The DPS;

Deposit means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement, the discharge of any liabilities, any damage to the property and/ or non-payment of rent during the Tenancy;

Deposit ID means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful registration of a Deposit with The DPS by the Landlord or a Third Party;

Disputed Amount means the part of the Tenant's Deposit, up to the full value of the Deposit, the return of which is not agreed between the Landlord and Tenant

Dispute means a dispute between the Landlord and the Tenant relating to an amount of the Deposit, for which a Protection Fee has been paid to The DPS under the Insured Tenancy Deposit Scheme;

Dispute Papers means the documents detailed in Sections 19 and 20;

End of Tenancy Date means the date notified to The DPS by the Landlord on registration of the Deposit as being the date on which the Tenancy ends;

End of Tenancy Notification Form means the form provided by the Tenant to The DPS informing them that the Tenant has requested that the Landlord repay the whole or any part of the Deposit within 10 calendar days of receipt of such request and that the Landlord has failed to do so;

Forms means all forms required to be submitted in relation to the Scheme and includes the Change of Landlord/ Agent Form, the Insured Deposit Registration Form, the Landlord's Evidence Form, and the Tenant's Evidence Form;

Insured Deposit Registration Form means the form to be completed by the Landlord in accordance with these Insured Scheme Terms and Conditions and submitted to The DPS with the relevant Protection Fee;

Insured Scheme Terms and Conditions means these Insured Deposit Protection Scheme Terms and Conditions;

Joint Tenancy means a Tenancy where there is more than one Tenant and Joint Tenants shall be construed accordingly;

Landlord means a Landlord of a Tenancy and for the purposes of these Insured Scheme Terms and Conditions includes a Letting Agent or Organisation, where applicable;

Landlord's Evidence Form means the standard Landlord's evidence form completed by the Landlord containing evidence in support of the Dispute;

Landlord ID means the unique identifying reference number allocated to the Landlord by The DPS following their registration with the Service;

Lead Tenant means:

- (i) in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and
- (ii) where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and
- (iii) where there is only one Tenant, that Tenant.

Letting Agent means the letting agent who lets or manages property on behalf of the Landlord;

Notification of Dispute Form means the form sent to a Landlord by The DPS following receipt of an End of Tenancy Notification Form from the Tenant;

Organisation means the company who lets or manages property on behalf of the Landlord;

Parties means the Landlord and Tenant and Party shall be construed accordingly;

Pay as you go means the payment method available for the protection of Deposits to Landlords and Organisations upon registration with the Insured Scheme;

Prescribed Information means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007;

Protection Fee means the fee required to be paid to The DPS by the Landlord to complete the registration of a Deposit received by the Landlord;

Scheme or Insured Scheme means the deposit protection scheme established under the Housing Act 2004 under which the Deposit is retained by the Landlord and a Protection Fee is paid to The DPS to cover the risk of the Landlord failing to pay any Disputed Amount to The DPS;

Service means the Deposit Protection Service or The DPS, which provides both Custodial and Insured Tenancy Deposit Schemes;

Suspension (Scheme Level) means the suspension of a member from using the Insured Scheme due to a breach of these Insured Scheme Terms and Conditions, or due to any activity that is deemed suspicious.

SMS means Short Message Service, otherwise known as text messaging services;

Tenancy means an assured shorthold tenancy of a property which is part of the Insured Scheme;

Tenant means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants;

Tenant's Evidence Form means the standard Tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;

Third Party means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;

Transfer means:

- (i) the transfer of a Tenancy from one Tenant to a new Tenant; or
- (ii) in the case of a Joint Tenancy, a change in the identity of one or more Joint Tenants;

You means the Party using the Scheme in accordance with these Insured Scheme Terms and Conditions and your shall be defined accordingly;

Virtual Agent means an interactive program provided by The DPS via its website that serves as an online customer service advisor.

2. Background – The Housing Act 2004

a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.

b. If the Deposit is not protected in a Government authorised tenancy deposit scheme and/ or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the Deposit and not more than three times the amount of the Deposit. Further, any failure to comply with Section 213 of the Housing

Act means that no Section 21 notice can be given.

c. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 12 of these Insured Scheme Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at www.depositprotection.com.

Deposits are protected to ensure:

- (i) when Tenants are entitled to it, they get all or part of their Deposit back;
- (ii) when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;
- (iii) any Disputes between Tenants and Landlords will be easier to resolve;
- (iv) Tenants are encouraged to look after the property they are renting.

3. Overview of how the Scheme works

a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to register the Deposit with an insured tenancy deposit scheme, the Housing Act 2004 requires that the Landlord must register the Deposit within 30 calendar days of physically receiving it. The DPS will, however, accept Deposit registrations after this time.

b. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant as detailed further in Section 12. The Landlord must provide the Prescribed Information to the Tenant.

c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for part or all of the Deposit to be returned by the Landlord to the Tenant.

d. If there is a Dispute regarding the return of all or part of the Deposit the Dispute will be dealt with in accordance with these Insured Scheme Terms and Conditions (see Sections 17 to 21) unless The DPS is notified otherwise in writing.

e. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant should follow the End of Tenancy process (as detailed in Section 17).

4. Ways to Contact The DPS

a. The Online Service

- (i) Landlords may register online and Parties may complete and submit Forms online by visiting www.depositprotection.com.
- (ii) Parties may communicate with The DPS by completing an online Enquiry Form available through our Virtual Agent or the Frequently Asked Questions at www.depositprotection.com or, if a Dispute is being dealt with under the ADR Procedure, by emailing disputes@depositprotection.com.
- (iii) All transactions processed via the online service will be processed in real time.

b. Contact Centre Service

- (i) The Contact Centre is available to:
 1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Service;
 2. process requests for Forms; and
 3. manage new registrations of Landlords and Letting Agents.
- (ii) The telephone number for the Contact Centre is 0844 4727 000.
- (iii) The Contact Centre will operate Monday to Friday from 08.30 – 17.30 (excluding weekends and bank holidays).
- (iv) All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
- (v) All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
- (vi) Before providing any held data, callers will be positively identified by a Contact Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.

c. Paper Based Service

- a. All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:
The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
- b. Paper Forms can be requested via The DPS helpline on 0844 4727 000.
- c. Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

5. Registering for the Scheme – general information

a. All information provided by Landlords at the time of registration must to the best of their knowledge be up to date and factually correct.

b. In order to register a Deposit through the Insured Scheme, the Landlord must be a resident of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (the "Permitted Territories"). Landlord's resident outside the Permitted Territories are not permitted to protect a Deposit through the Insured Scheme.

c. The DPS will require all Landlords (other than Letting Agents and Organisations) to provide the following mandatory pieces of information:

- (i) full name and title of the Landlord;
- (ii) correspondence address of the Landlord;
- (iii) at least one contact telephone number for the Landlord; and
- (iv) online registrants and users will have to provide a valid email address.

d. The DPS will require all Organisations to provide the following mandatory pieces of information:

- (i) full name and title of the primary contact at the Organisation;
- (ii) Organisation's name;
- (iii) correspondence address of the Organisation;
- (iv) at least one contact telephone number for the Organisation;
- (v) online registrants and users will have to provide a valid email address.

e. The DPS will require all Letting Agents to provide the following mandatory pieces of information:

- (i) full name and title of the primary contact at the Letting Agent;
- (ii) Letting Agent's name;
- (iii) confirmation of the Letting Agent's CMP provider
- (iv) correspondence address of the Letting Agent;
- (v) at least one contact telephone number for the Letting Agent;
- (vi) online registrants and users will have to provide a valid email address.

f. When email address(es) are amended, security communications will be sent by SMS, email or letter to the original details registered.

g. It is the responsibility of the Agent, Landlord or Tenant to inform The DPS immediately if a change has been made to their details without the consent of the registered Agent, Landlord or Tenant.

h. If monies are fraudulently released from the Insured Scheme as a result of an Agent, Landlord or Tenant not informing The DPS that there has been an amendment made to their details, to which they have not consented, The DPS will not be held liable for any loss incurred.

i. A Deposit may not be registered with the Insured Scheme if there is a dispute between the Landlord and Tenant at the time of registration (the "Pre-Existing Dispute"). If The DPS, in its absolute discretion, determines that there was a

Pre-Existing Dispute at the time that the Deposit was registered for protection with the DPS, it may:

- (i) impose a Suspension (Scheme Level); and/ or
 - (ii) cancel the protection of the Deposit registered through the Insured Scheme.
- j. The DPS will not admit any Pre-Existing Dispute to the ADR Procedure instead it must be handled by the previous tenancy deposit scheme provider

6. Registering Online

- a. Landlords may register online at www.depositprotection.com
- b. All online registrants will have to confirm that they have read and understood The Deposit Protection Service General Terms and Conditions which incorporates the Privacy Policy/Data Protection Notice.
- c. All online registrants will be required to confirm that they have read and agree to be bound by these Insured Scheme Terms and Conditions when registering their first Deposit with the Scheme and following any updates to these Insured Scheme Terms and Conditions.
- d. Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. It is the responsibility of the Landlord to keep this password secure at all times and not to disclose it to any third party.
- e. Online registrants will receive a password activation email. To validate their registration the Landlord must click through the link in the email and log into their account.
- f. Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.
- g. The unique combination of the email address and password provided by the Landlord will be used to validate the Landlord's identity on login, provide access to all information stored by The DPS on the Landlord or Letting Agent, allow Landlords to update data held by The DPS in relation to the Tenancy.

7. Registering by Telephone

- a. Landlords may register by telephone by calling 0844 4727 000.
- b. All Landlords who register for the Scheme via the Contact Centre will be provided with:
 - (i) a Landlord's ID on the telephone which will be confirmed in writing; and
 - (ii) Information with regard to where to find or how to obtain a copy of the Insured Scheme Terms and Conditions, which will be sent by post within 3 Business Days of registering for the Scheme.

8. Joint Tenancies and Third Parties

- a. Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be registered separately with The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Insured Deposit Registration Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
- b. When submitting a Deposit, the Landlord will be required to tick a box that confirms that the Lead Tenant has been agreed by all Tenants and that they have agreed that the Lead Tenant will control the ADR process, in the event of a dispute.
- c. Additional Tenants will have an opportunity, upon receipt of the Deposit submission confirmation, to contact The DPS if (b) above has not been complied with. In such circumstances, The DPS will split the Deposit equally between Tenants in order for them to manage their part of the Deposit separately. Any such request must be received by The DPS within 14 Calendar Days of the Deposit submission confirmation being issued.
- d. The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the Tenant's Evidence Form or any other relevant Form.
- e. It is the responsibility of the Landlord completing the Insured Deposit Registration Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
- f. The Landlord will be required to confirm on the Insured Deposit Registration Form that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
- g. Changes to Joint Tenancy information is the responsibility of the Landlord.

9. Insured Deposit Registration

- a. The Landlord or Letting Agent is responsible for ensuring that Deposits are registered for protection within 30 calendar days of the date of receipt by the Landlord.
- b. Deposit information can be submitted by completing an online or paper Insured Deposit Registration Form and paying the relevant Protection Fee.
- c. The Landlord or Letting Agent is responsible for ensuring that the information contained on the Insured Deposit Registration Form is full and correct.
- d. The following information is a mandatory requirement on all Insured Deposit Registration Forms:
 - (i) Landlord ID;
 - (ii) Landlord name / Letting Agent or Organisation name / trading title;
 - (iii) house number / name and first line of address of Tenancy property;
 - (iv) town / city of Tenancy property;
 - (v) start date of Tenancy;
 - (vi) End of Tenancy Date;
 - (vii) date Deposit received by the Landlord;
 - (viii) Deposit amount received by the Landlord;
 - (ix) full name and title of Tenant / Lead Tenant / Third Party;
 - (x) in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy.
 - (xi) a mobile phone number or email address for the Tenant / Lead Tenant, (online registrations).
- e. Incomplete, illegible or unrecognisable Insured Deposit Registration Forms will be rejected and Protection Fees returned to the sending Landlord within 4 Business Days of receipt.
- f. In order for a Deposit to be protected, in relation to a Pay As You Go user the appropriate Protection Fee must be cleared in full.
- g. If a Protection Fee payment fails to clear, the Deposit will be cancelled ending the protection of that Deposit.
- h. If a Deposit is cancelled due to the appropriate Protection Fee not clearing, notification of the cancellation of protection will be sent to the Landlord and Tenant.

10. Online Insured Deposit Registration Forms

- a. Insured Deposit Registration Forms may be completed using The DPS online service at www.depositprotection.com.
- b. Landlords using the online service will not be able to submit an Insured Deposit Registration Form unless all the mandatory information is provided.
- c. Cheques or Debit Cards can be used as payment for online transactions.
- d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where Protection Fee payments are made online, Insured Deposit Registration Forms will be processed within 1 Business Day of receipt by The DPS.
- e. Cheques sent in support of Insured Deposit Registration Forms completed online must be accompanied by a printed copy of the completed Insured Online Cheque Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Protection Fee must be securely attached to the printed Insured Online Cheque Submission Form.
- f. The printed Insured Online Cheque Submission Form and Protection Fee cheque should be sent to the address set out in Section 4(c).
- g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Protection Fee as stated on the Insured Online Cheque Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Insured Deposit Registration Form was completed and appearing on the Insured Online Cheque Submission Form.
- h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Insured Online Cheque Submission Form and return the cheque and the Insured Online Cheque Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- i. For all Insured Online Cheque Submission Forms that are successfully processed, cheques will be banked within 1

Business Day of receipt. (The DPS will issue a confirmation of receipt of the Protection Fee 5 calendar days after the Insured Online Cheque Submission Form has been processed and, where applicable, of the cheque for the Protection Fee clearing). Confirmations will not be delivered to Landlords or Tenants until the Insured Online Cheque Submission Form is processed.

11. Paper Insured Deposit Registration Forms

- a. All paper Insured Deposit Registration Forms should be sent to the address set out in Section 4(c).
- b. A cheque for the full amount of the Protection Fee must be securely attached to the Insured Deposit Registration Form. Only cheques will be accepted as payment for paper Insured Deposit Registration Forms.
- c. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Insured Deposit Registration Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
- d. Insured Deposit Registration Forms will be processed within 4 Business Days of receipt by The DPS.
- e. Paper Insured Deposit Registration Forms will be rejected and the Protection Fee returned in the event that they are not properly and fully completed.
- f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Insured Deposit Registration Form and return the cheque and the Insured Deposit Registration Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- g. Cheques will be banked within 1 Business Day of receipt. The DPS will issue a confirmation of receipt of the Deposit Protection Fee 5 days after the Insured Deposit Registration Form has been processed and, where applicable, of the cheque for the Protection Fee clearing. Confirmations will not be delivered to Landlords or Tenants until the Insured Deposit Registration Form has been processed.

12. What happens after the Deposit has been protected?

- a. The DPS will provide confirmation to:
 - (i) the Landlord sent to their registered address or registered email address;
 - (ii) the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address;
 - (iii) where there are Joint Tenants, to the registered email address of each Tenant or to the household at the Tenancy address.
- b. The Landlord will be responsible for providing confirmation to the Third Party.
- c. The confirmation to each Party will contain:
 - (i) Name, address and contact details of the DPS;
 - (ii) the Deposit ID;
 - (iii) the amount of the Deposit and the date of registration;
 - (iv) the name and contact details of the Landlord;
 - (v) the name(s) of the Tenant(s) and the Lead Tenant, if applicable
 - (vi) the address of the Tenancy property;
 - (vii) start date of Tenancy;
 - (viii) tenancy end date;
 - (ix) Details of these Insured Deposit Protection Scheme Terms and Conditions;

13. The Tenant's Logon

- a. Lead Tenants will be able to logon to the Service at www.depositprotection.com by inputting their Deposit ID and Surname.
- b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenant's will be able to amend or update Tenants' email addresses and telephone numbers.

14. Changes in Landlord or Tenant(s) Data

- a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlord's may change any other data held in relation to the Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and factually correct.
- b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online log-in, or in writing.
- c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:
 - (i) over the telephone helpline
 - (ii) via the online service
 - (iii) in writing
- d. Prior to any changes being made via the Contact Centre, the Landlord or Lead Tenant, as applicable, will have to be positively identified.
- e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
- f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.
- g. Changes to Tenant's data shall include Transfers.

15. Deposit Repayments

- a. The Landlord is responsible for returning the Deposit to the Lead Tenant at the end of the Tenancy.
- b. The DPS urge all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.

16. Confirmation of an Insured Deposit closure

- a. The DPS will send the Landlord a reminder 1 month before the Tenancy End Date informing them that The DPS must be notified prior to the Tenancy End Date whether the Tenancy is a) at an end; b) continuing on a periodic basis; or c) renewing as a fixed term Tenancy. If the Landlord does not respond to this notification prior to the Tenancy End Date The DPS will close the Deposit and inform the Landlord and all Tenants that the Deposit is no longer protected. The DPS will send such notification via e-mail, SMS or postal communication.

17. Initiating the ADR Procedure - The End of Tenancy Dispute Form

- a. Where a Dispute arises between the Parties which cannot be resolved by negotiation between them, if the Tenant wishes to use the ADR Procedure they must complete the End of Tenancy Dispute form. **Please note, a completed End of Tenancy Dispute Form must be received by The DPS within three months of the End of the Tenancy**
- b. The ADR Procedure can only be used if the Tenant has completed an End of Tenancy Dispute Form notifying The DPS that there is a Dispute in relation to the repayment of the Deposit held by the Landlord, requesting that the Dispute be referred to Adjudication and confirming that the Tenant will be bound by the Decision of the Adjudicator. Disputes will only be referred to Adjudication if both the Landlord and Tenant comply with these Insured Scheme Terms and Conditions.
- c. If the End of Tenancy Dispute Form has not been properly completed (including being signed and dated by the Tenant and/or strikes out any of the mandatory declarations (such as the Tenant's agreement to be bound by the Decision of the Adjudicator) then the referral to Adjudication may be invalid and the Parties will be recommended by The DPS to pursue the Dispute via the Courts. The DPS shall continue to hold the Disputed Amount in accordance with section 22 of these Insured Scheme Terms and Conditions below, until instructed to do otherwise by a Court Order or instruction signed by both Parties.
- d. Putting a Dispute through the ADR Procedure does not remove the duty of one party to pay the other any other amounts which are due.
- e. Use of the ADR Procedure is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
- f. Each Party must bear their own costs of participating in the ADR Procedure. The Adjudicator cannot make any award on costs.
- g. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time prior to them consenting to refer the Dispute to ADR but they must both then notify The DPS of their agreement to do so (by providing an instruction signed by both Parties), so that The DPS can terminate the ADR Procedure and register that the Landlord has returned the Deposit in accordance with that agreement.

- h. The Adjudicator can only make a Decision to award up to the value of the Disputed Amount.
- i. If either of the Parties fails to comply with any of the steps detailed in these Insured Scheme Terms and Conditions the Dispute may be rejected and the Disputed Amount will be dealt with in accordance with these Insured Scheme Terms and Conditions.
- j. The DPS may determine in its absolute discretion whether a Party has complied with these Insured Scheme Terms and Conditions and is eligible to participate in, or continue to participate in, the ADR Procedure.
- k. The Dispute must not be the subject of an existing court action.
- l. Disputes will not be admitted to the ADR Procedure where, in the reasonable opinion of The DPS:
 - (i) they relate to matters other than the return of the Disputed Amount; and/or
 - (ii) where either Party has indicated their intention to issue legal proceedings; and/or
 - (iii) the issues involved have already been determined by a Court;
- m. The Adjudicator may also reject Disputes which, in their reasonable opinion:
 - (i) are being pursued in an unreasonable manner;
 - (ii) are frivolous;
 - (iii) are vexatious; and/or
 - (iv) seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process.
- n. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to disputes@depositprotection.com. All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.

18. Notifying the Landlord of a Disputed Amount

- a. Upon notification by the Tenant to The DPS in accordance with section 17 that there is a Dispute, The DPS will send the Landlord a Notification of Dispute form requesting that the Disputed Amount is received by The DPS within 10 calendar days of issuance of the request. This notification will also request confirmation that the Landlord agrees to use the ADR service in order to resolve the Dispute. The notification will also inform the Landlord that if no response is received from them within this period, the Landlord will be deemed to have given their consent for the Dispute to be resolved through the ADR service.
- b. If the Disputed Amount is not received within 10 calendar days of issuance of the request, a reminder will be sent to the Landlord giving them a further 7 calendar days to submit the Disputed Amount. This reminder will contain confirmation that if the Disputed amount is not received, a Suspension (Scheme Level) may be applied to the Landlord's account.
- c. If the Disputed Amount is not received after the further 7 calendar days, a Suspension (Scheme Level) will be applied to the Landlord's Account. This will result in the Landlord not being able to protect any further Deposits with the Insured Scheme until the Disputed Amount is received. All active Deposits will continue to be protected under the Insured Scheme. A suspension notice will be issued to the Landlord, advising the Landlord that The DPS has determined that their failure to pay to The DPS the Disputed amount, constitutes a reason to suspend their account. Any Suspension (Scheme Level) will take effect immediately. The review and/or removal of any suspension applied to a Landlord's account will be made at the sole discretion of The DPS.
- d. Once the Disputed Amount has been received from the Landlord:
 - (i) The Disputed Amount will be retained by The DPS until
 - a Decision has been issued;
 - a court order is received, directing The DPS to release the funds to the appropriate party;
 - a written instruction is received which is signed by both parties agreeing on the distribution of the Disputed Amount.

19. Landlord's Evidence Form

- a. Following confirmation from the Landlord of agreement to use the ADR service in order to resolve the Dispute, The DPS will issue a Landlord's Evidence Form to the Landlord. The Landlord's Evidence Form must be fully and properly completed and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification to the Landlord that a Landlord's Evidence Form has been issued via email.
- b. The Landlord's Evidence Form should include the following information:
 - (i) a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
 - (ii) attach the signed check-in inventory and schedule of condition;
 - (iii) attach vacating instructions;
 - (iv) attach the signed check-out inventory and schedule of condition;
 - (v) attach a signed and legally compliant written tenancy agreement
 - (vi) if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
 - (vii) attach a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
 - (viii) attach a statement of the rent account, if relevant;
 - (ix) where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
 - (x) attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
 - (xi) confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.
- c. If the Landlord is unable to provide any of the information detailed in Section 19(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
- d. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.
- e. It is the Landlord's sole responsibility to provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. **Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.**
- f. **If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 days of it being issued, The DPS will pay the Disputed Amount out in accordance with the Tenant's instructions contained within the End of Tenancy Dispute Form.**

20. Tenant's Evidence Form

- a. Upon receipt of a duly completed Landlord's Evidence Form, The DPS will issue a Tenant's Evidence Form to the Tenant and a list of the evidence submitted by the Landlord and a summary of the Landlord's claim. The Tenant's Evidence Form must be fully and properly completed by the Tenant and received by The DPS within 14 calendar days of it being issued. The DPS will also, where possible, send notification to the Tenant that a Tenant's Evidence Form has been issued via email.
- b. The Tenant's Evidence Form requires the following information be provided:
 - (i) set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Disputed Amount; and
 - (ii) attach any other relevant information including photographs, DVDs, correspondence or receipts. Any digital evidence must be signed or a statement should be attached signed by the party providing them and showing the date on which they were taken.
- c. If there is a Lead Tenant they must complete the Tenant's Evidence Form on behalf of all Tenants.
- d. **If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS will pay the Disputed Amount out in accordance with the Landlord's instructions contained within the Notification of Dispute form.**

21. The Adjudication

- a. Upon completion of the steps detailed above, The DPS will forward copies of
 - (i) the Landlord's Evidence Form;
 - (ii) the Tenant's Evidence Form;
 - (iii) any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.
- b. Any evidence submitted by either party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made.

- c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
- d. The Adjudicator may:
 - (i) make any necessary enquiries - provided the Adjudicator tells the Parties about those enquiries and allows them to comment on the findings, where appropriate
 - (ii) receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
 - (iii) carry on with the Adjudication even if either Party does not act in accordance with these Insured Scheme Terms and Conditions or any instruction;
 - (iv) end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator will send copies of any additional information or documents received from one Party to the other Party.
- f. The Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
- g. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
- h. The ADR Decision is binding and cannot be appealed via the ADR Procedure.
 - i. Any payment to either Party must be made by The DPS within 10 calendar days of the date of the Decision.
 - j. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.

22. Court Orders

- a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Disputed Amount if the Court Order specifically refers to the Deposit and/or the scheme administrator holding the Disputed Amount and includes a direction as to how much of the Deposit is to be paid to the successful party.
- b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Disputed Amount until either the Order is amended or a Third Party Debt Order is obtained.

23. Costs

- a. A fee of £25.89 will be charged for the processing of a payment to an overseas bank account, Full details of the Protection Fees payable can be found at www.depositprotection.com

24. Complaints

- a. The DPS aims to provide a first class service to all Parties and to do everything we can to ensure that you are satisfied. There are procedures in place to help resolve all complaints effectively, a copy of which can be provided on request.
- b. If you ever feel that we have fallen short of this standard and that you have cause for complaint, please contact us either:
 - by writing to: The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA
 - OR
 - by email at: complaints@depositprotection.com
- c. The DPS will treat all complaints seriously and investigate the matter fully.

25. Confidentiality

- a. The Parties, The DPS and the Adjudicator must not give specific details of the Adjudication or the Decision (including the reasons for it) to any person not involved in the Adjudication save as required by law.
- b. Despite Section 25(a) above, when the Parties agree to have their Dispute settled under the ADR Procedure, they give The DPS and the Adjudicator permission to gather, keep and publish statistics and other information on their Dispute as long as they cannot be identified.

26. General

- a. Unless otherwise detailed in these Insured Scheme Terms and Conditions, all Forms will be processed within 4 Business Days of receipt.
- b. Unless otherwise detailed in these Insured Scheme Terms and Conditions, all time limits will be calculated, as applicable:
 - (i) excluding the day of receipt of Forms or documents by The DPS; and
 - (ii) from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
- c. Unless correspondence relates to ADR, all communications will be sent via 2nd class post.
- d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0844 4727 000;
- e. The DPS may determine in its absolute discretion whether a Party has complied with these Insured Scheme Terms and Conditions.
- f. The DPS reserve the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- g. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice.
- h. The DPS will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
- i. The DPS may from time to time change these Insured Scheme Terms and Conditions, any such change will be communicated by The DPS in advance by way of a 'What's New' message on the homepage at www.depositprotection.com. All Forms will be processed and all Disputes dealt with in accordance with these Insured Scheme Terms and Conditions in force at the time the relevant Forms are received by The DPS. All of The DPS's Terms and Conditions can be viewed online at www.depositprotection.com or a paper copy is available on written request.
- j. If one, or part of the terms of these Insured Scheme Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
- k. If The DPS relax any of the terms of these Insured Scheme Terms and Conditions once, this may be just on a temporary basis or as a special case; it will not affect its right to enforce that term strictly again at any time.
- l. If the Landlord and Tenant agree to any amount that is to be repaid to the Tenant, it is the responsibility of the Landlord to repay this amount to the Tenant.
- m. The responsibility for safekeeping the Deposit remains with the Landlord until the Deposit is repaid and the Deposit closed on The DPS system, whether the Deposit is held by the Landlord or appointed Letting Agent
- n. If a Landlord fails to repay any proportion of the Deposit agreed to the Tenant, Computershare, or their appointed 3rd party agent, may pursue the Agent or Landlord for the funds.
- o. It is the sole responsibility of the landlord of a Tenancy to complete all due diligence required on the Agent appointed by them to register their Tenant(s) Deposit(s) with The DPS.
- p. Membership of The DPS and use of either the custodial or insured schemes cannot be taken as credibility of the Agent.
- q. Once a Protection Fee has been paid, no refunds will be provided for any reason.

27. Acceptance Criteria

- a. The DPS may determine in its absolute discretion whether a Party is permitted to use the Insured Scheme.
- b. If requested by The DPS, any Party may be required to provide further information before being permitted to continue using the Insured Scheme. For Letting Agents, this may include but is not limited to, confirmation of identity, proof of membership of a regulated body and bank statements confirming that Deposits are held in designated client money accounts.
- c. Letting Agents applying to use the Insured Scheme will be required to pass CMP validation and to have supplied valid Direct Debit mandate details prior to being able to register Deposits through the Insured Scheme.
- d. The requirements for validation will be set by The DPS and updated from time to time.

28. Governing Law

These Insured Scheme Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.